

No. Kat/Admn/872/2/2015

Embassy of India

Kathmandu

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR ANNUAL MAINTENANCE CONTRACT OF WATER TREATMENT PLANTS IN THE
EMBASSY OF INDIA PREMISES.**

The President of India acting through the Embassy of India in Kathmandu, Nepal requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for "ANNUAL MAINTENANCE CONTRACT OF WATER TREATMENT PLANTS IN THE EMBASSY OF INDIA PREMISES., Nepal". The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Head of Chancery, Embassy of India, Kathmandu, Nepal, on or before 1500 hrs on 25.05.2022. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal www.eprocure.gov.in and also the official website of the Embassy of India, Kathmandu at www.indembkathmandu.gov.in and may be collected from JE(civil), mob. No.-9818034332, email: jecivil.kathmandu@mea.gov.in. Bidders are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the bid document, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. Incomplete applications may be liable for rejection.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Kathmandu, Nepal for ANNUAL MAINTENANCE CONTRACT OF WATER TREATMENT PLANTS IN THE EMBASSY OF INDIA PREMISES., Nepal.

3. Location and description of Property:

Embassy of India,
P.O. Box NO.292,
336, Kapurdhara Marg,
Kathmandu, Nepal-44600

4. Scope of Work:

Attached at Section IV

5. Period of Completion: 12 Months

Site visit: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1000 hrs to 1500 hrs after prior appointment with Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600; email- hoc.kathmandu@mea.gov.in with a copy to JE(Civil) at email: jecivil.kathmandu@mea.gov.in

- 6. Submission:** The proposals (bids) should be submitted in two-bid system comprising of :
- (i)** EMD & Technical Bid, containing the documents establishing the technical eligibility of the applicant and other documents required for establishing sound financial condition, as per terms & conditions of this tender, Technical bids of only those bidders will be opened who have submitted the EMD, and
 - (ii)** Financial Bid, which should be as per the format given in this tender.

The last date of submission of sealed bids is 1500 hrs on 25.05.2022 in the office of Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, email- hoc.kathmandu@mea.gov.in. Technical bids will be opened on 1600 hrs on 25.05.2022 in the Embassy of India, Kathmandu, Nepal. All pages of the submission document must be signed by authorised signatory.

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Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

Document I – S- V : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.
(Section-VII)

Document I – S- VI : Undertaking for adherence to Code of Integrity (Section- VIII)

** Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.*

B. Financial Bid Documents:

Document II : Schedule of Quantity/Items/Bill of Quantities (SOQ) for quoting rates – Bidder is to provide rate in SOQ. (Section-V)

Document III : Form of Tender, Financial bid letter (Section-VI)

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Invitation to Tender

1. The President of India acting through the Embassy of India in Kathmandu invites Fixed Price Tender for Annual Maintenance Contract of Three Water treatment Plants in the Embassy of India, Kathmandu. The Fixed Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work , Eligibility Criteria, Conditions of contract And Earnest Money Deposit(EMD).
Financial Bid Document:	
Document- II	Form of Tender.
Document- III	Schedule of Items (Rate and total fixed price to be quoted on this by bidder).

2. The last date of submission of sealed bids is 1500 hrs on 25.05.2022 in the office of Head of Chancery, Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, email- hoc.kathmandu@mea.gov.in. Technical bids will be opened on 1600 hrs on 25.05.2022 in the Embassy of India, Kathmandu. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 1600 hrs on 25.05.2022 in the Embassy of India, Kathmandu. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Kathmandu.

4. Only those bidders who qualify in technical evaluation criteria will be eligible for opening of financial bids. Date of opening of the financial bids will be intimated to the technically qualified bidders separately.

5. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening of technical bid or till any extended period.

6. Eligibility Criteria:

6.1 Similar work: The Tenderer must have satisfactorily completed in the last seven years calculated from the date of completion of work to the previous day of last date of submission of bid (i) one similar work of value of NRs. 32,06,400/- or (ii) two similar works of value of NRs. 20,04,000/- each or (iii) three similar works of value of NRs.16,03,200/- each.

“Similar works shall mean Operation and maintenance of Water treatment Plants with chemical dosing etc. with minimum discharge capacity of 10000 LPH of at least one unit.”

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest rate of 7% per annum, calculated from the date of completion of work to the previous day of last date of submission of bid.

6.2 Bank Solvency: Certificate of Solvency for NRs 16,03,200/- certified by bank. The certificate should not be older than six months.

6.3 Annual Turnover: The annual turnover of the tenderer should be equal to NRs 12,02,400/- during the immediate last three consecutive financial years.

6.4 Profit-Loss: The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

7. Defects Liability: Any defect arising in the equipments or its operation during the AMC period shall be rectified by the agency at its own cost. This defect liability does not include the failure of equipment that is not attributable to the wrong operation/handling by the contractor. The decision of the Mission in this regard shall be final and binding on the contractor.

8. Performance Security: 3% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the contractor under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. Letter of award of work shall be issued on receipt of performance guarantee.
(Format of Performance Security is attached).

9. Financial quote & variations: Contractor shall quote in the Format provided in Section V of the bid document. Before submission of bid the contractor is advised to visit the site for better understanding of the equipments and its operations. No variation shall be paid to the contractor for the defined scope of work except for the chemical consumables & filter media top-up which shall be paid based on actual consumptions duly submitted to and verified by the Mission. The Contractor shall get these quantities verified by the Mission before its actual use. The decision of the Mission in regard to actual consumption quantities shall be final and binding on the contractor.

10. Commencement: Commencement of the works shall be effected from the date of issue of Letter of Award or handing over the site, whichever is later.

11. Completion: The contract would be for a period of 12 months date of issue of Letter of Award.

12. Termination of Contract:

Without prejudice to any other remedy under this contract, the Mission may after giving notice of 10 days, terminate the contract in whole or in part, if:

- i) the contractor has seriously or repeatedly breached the contract, including but not limited to:
 - a) failure to complete the contract within the time period(s) specified in the contract, or any extension granted thereof;
 - b) failure to obey instructions in relation to the works stipulated in the scope of this contract;
 - c) failure to supply sufficient and suitable chemicals, Filter media and labour as proposed in the scope of work;
 - d) failure to solve the problem arising in the treatment plant in 24 hours;
- ii) the contractor has committed fraud;
- iii) the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;

If the contract is terminated in whole or in part, the Mission may take following actions against the contractor:

- a) Forfeiture of the performance security;

- b) Forfeiture of the Retention Money recovered from the payments already made to the contractor.
- c) Any other action mentioned elsewhere in this document.
- d) However, in case of partial termination, the contractor shall continue to fulfil the contract to the extent not terminated.

13. Retention Money: 5% of contract amount of each bill for payment shall be deducted as Retention Money. This retention money shall be released on record of practical completion and successful handing over of the Water treatment plant in good condition to the Mission by the Contractor.

14. Arbitration:

- 14.1** If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.
- 14.2** The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
- 14.3** The Arbitration will have its sittings in Embassy of India, Kathmandu

15. Rejection: Embassy of India, Kathmandu reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

16. Sub-contractors: Sub-Contracting in any form is not allowed. However the Contractor can engage the experts for specific requirements in operations of Water treatment plant with the approval of the Mission.

17. The successful Tenderer shall be overall responsible for this work and shall indemnify the Mission against any claims/demand by any person or authority in respect of this work.

Address: Head of Chancery
P.O. Box NO.292,
336, Kapurdhara Marg,
Kathmandu, Nepal-44600
Email : hoc.kathmandu@mea.gov.in

**TENDER FOR SELECTING CONTRACTOR
FOR ANNUAL MAINTENANCE CONTRACT OF WATER TREATMENT PLANTS IN THE
EMBASSY OF INDIA PREMISES..**

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
Section - VI	:	Form of Bid
Section-VII	:	Standard formats for Earnest Money Deposit (EMD)/ Guarantee, etc.
Section- VIII	:	Format of Undertaking for adherence to Code of Integrity.

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site and to understand the scope of Work. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 Cost of Tendering – The Embassy of India, Kathmandu will not be responsible to compensate for any expense or losses which may have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit–

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) amounting to **Nrs. 80,200/- or in equivalent Indian Rupees in the attached format drawn Nationalized/Scheduled Bank in favour of Embassy of India.**

1.4.2 The format of Bank Guarantee is prescribed in Section-VII of the Bid document.

1.4.3 Demand draft or Banker's cheque or Bank Guarantee should be valid for 180 days from the date of opening of Technical Bids.

1.5 Refund of Earnest Money Deposit (EMD)

1.5.1 Refund of EMD (without any interest) to the unsuccessful bidders shall be made after expiry of the final bid validity and latest on or before 30th days after the declaration of the result of first stage i.e. Technical Evaluation .

1.5.2 EMD of successful bidder shall be refunded (without any interest) after the submission of Performance security of 3% of the contract value in the form of a Demand draft / Banker's cheque / Bank Guarantee only(as per attached format), drawn on any Nationalized/Scheduled Bank in favour of Embassy of India, Kathmandu.

1.5.3 In case the successful bidder shows his inability and do not submits the Performance Security as stipulated above, the entire EMD amount shall be forfeited by the Mission and the contractor will not have any claim on the forfeited amount whatsoever.

1.6 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

1.6.1 Bidders are required to quote prices in the financial bid Performa annexed with the Bid document.

1.6.2 The Price/amount must be quoted both in figures and in words in the financial bid and the currency must be Nepali Rupees only.

1.6.3 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.7 Validity of Bid - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually agreed extended period.

1.8 Tender and Schedule of Quantities

1.8.1 Schedule of Quantities is enclosed in the document. Bidders are requested to identify and quote the rates of individual items.

1.9 Final Tender Price - Decision on bid will be taken based on the final price quoted in the financial bid. Price/Total amount as quoted in the financial bid shall be the basis for deciding the tender quote and the L1 bidder.

1.10 Errors and Rectification:

1.10.1 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.10.2 Any error in the bid document shall be brought to the notice of the Embassy of India, Kathmandu. The interpretation of the Embassy in case of any error in the bid document will be communicated to the bidders/contractor, which shall be final and binding on them.

1.10.3 During the evaluation of Price Bids, the tender evaluation committee shall correct arithmetical errors on the following basis:

1.10.3.1 only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

1.10.3.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

1.10.3.3 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 1.10.3.1 and 1.10.3.2 above.

1.10.4 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its EMD shall be forfeited.

1.11 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with "**Annual Maintenance Contract of water treatment plants in the Embassy of India, Kathmandu**" which shall have following three sealed envelopes inside:

Envelope A: Should contain the EMD as per Section-VII. This envelope is to be super-scribed as "**EMD**".

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "**Technical Bid**".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "**Financial Bid**".

1.11.1 The last date of submission of sealed bids is 1500 hrs on 25.05.2022 in the office of Head of Chancery, Embassy of India, 101, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600; email- hoc.kathmandu@mea.gov.in

1.11.2 The date and time for submission may be deferred by an official notification issued by the Embassy of India, Kathmandu to all Bidders. Tenders received after this date will not be considered.

1.11.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.12 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Kathmandu. The Embassy of India, Kathmandu may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.13 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Embassy of India, Kathmandu may issue an addendum in the Tender Document, deleting, varying or extending any item of this Tender Document. Any corrigendum/amendments shall be uploaded on the websites mentioned on the pg.1 of the document.

1.14 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Sh. Uday Kumar Singh, Junior Engineer (Civil), Embassy of India, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600, Telephone No.: +977-9818034332; email- jeelect.kathmandu@mea.gov.in / jecivil.kathmandu@mea.gov.in.

1.15 All information requested by and supplied to one bidder will be supplied to all bidders.

1.16 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Kathmandu as to the meaning of anything connected with the Tender Document.

1.17 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.17.1 If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Kathmandu.

1.17.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.17.3 If there is evidence of collusion between Bidders.

1.17.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.17.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.18 Compliance with Laws and Regulations and Pricing of Schedule of Quantities - The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.19 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and Scope of Work, etc. and visited site. The quoted price are inclusive of all cost and charges and complete in all respect to make the Annual maintenance Contract(AMC) functional as per the standard and to the entire satisfaction of the Embassy of India, Kathmandu.

1.20 No escalation of price - Price escalation, in rates due to any shall not be applicable.

1.21 Payments: - AMC payment will be made on a quarterly basis only after submission of 1 Expert visit report and monthly water culture test reports required as per scope of work. However, payment against chemicals and filter media and preventive maintenance will be made

on pro rata basis with respect to the quantity that is actually used. Chemicals and filter media procured must be verified by the Embassy, before use of those, for establishing the value of payments. The Contractor shall get these quantities verified by the Mission before their actual use. The decision of the Mission in regard to actual consumption quantities shall be final and binding on the contractor. In case the contractor fails to get the quantity verified by the Mission, he shall be assumed to have opted for no payment against these items.

1.22 Adherence to Code of Integrity: - The prospective bidders/contractor shall submit an undertaking (mentioned in Section-VIII) stating that during the process of bidding and during the execution of the resultant contract they shall abide by the code of integrity detailed below and that they understand that not following the above code will render them liable for actions against them as detailed in the code of integrity.

1.22.1 Code of Integrity

The bidders/ contractors (including sub-contractors engaged by them) shall sign a declaration about abiding by the Code of Integrity detailed as under:

1. The bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Embassy of India, Kathmandu, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - v) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

2. Obligations for Proactive Disclosures

- i) The bidders, contractors and consultants, are obliged to suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity;
- iii) Such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest will be evaluated and mitigation steps, if possible, shall be taken by the Embassy of India, Kathmandu.

3. Punitive Provisions

Without prejudice to and in addition to the rights of the Embassy of India, Kathmandu to other penal provisions as per the bid documents or contract, if the Embassy of India, Kathmandu comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Embassy of India, Kathmandu may take appropriate measures including one or more of the following:

i) **If the bids are under consideration in any procurement:**

- a) Forfeiture or encashment of bid security/EMD;
- b) calling off of any pre-contract negotiations; and
- c) rejection and exclusion of the bidder from the procurement process.

ii) **If a contract has already been awarded:**

- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- b) Forfeiture or encashment of any other security or bond relating to the procurement;
- c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate.

iii) **Provisions in addition to above:**

- a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- b) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

1.23 Embassy of India, Kathmandu's right to waive

The Embassy of India, Kathmandu reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Kathmandu except that no proposal will be accepted if the Earnest Money Deposit(EMD) or/any of the preceding statutory documents was not submitted with the tender.

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Section-II

2 Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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Section-III

3 Terms and Conditions of Contract

- 3.1 The Quoted price shall form the basis of payment to the contractor, as per the terms and conditions mentioned in this document.
- 3.2 **Quoted price shall be exclusive of VAT** and VAT shall be added separately on the total quoted price.
- 3.3 Period of completion for the contract is 12 months.
- 3.4 **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.
- 3.5 **Defects liability period:** Any defect arising in the equipments or its operation during the AMC period shall be rectified by the agency at its own cost. This defect liability does not include the failure of equipment that is not attributable to the wrong operation/handling by the contractor. The decision of the Mission in this regard shall be final and binding on the contractor.
- 3.6 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.
- 3.7 **Commencement date of work** shall be counted from day of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
- 3.7.1 **Payments:** - AMC Payment will be made on a quarterly basis only after submission of 1 Expert visit report and monthly water culture test reports required as per scope of work. However, payment against chemicals and filter media and preventive maintenance will be made on pro rata basis with respect to the quantity that is actually used. Chemicals and filter media procured must be verified by the Embassy, before use of those, for establishing the value of payments. The Contractor shall get these quantities verified by the Mission before their actual use. The decision of the Mission in regard to actual consumption quantities shall be final and binding on the contractor. In case the contractor fails to get the quantity verified by the Mission, he shall be assumed to have opted for no payment against these items.
- 3.8 Price escalation, in rates due to any shall not be applicable.
- 3.9 **Specification:** The operations, top-up, chemical dosing and other items in the scope of work shall be as per the manufacturer specifications for the equipments. The plant shall be operated in the manner that the quality of treated water from the treatment plant shall comply with the standards mentioned in latest version of IS 10500.

3.10 **Non-completion of work:** In case of non-completion of work, the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

3.11 **Force Majeure and EoT clause:** In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure without any additional payment.

3.12 On completion of work, Contractor shall handover all the equipments and tools in working condition to the Embassy. The Final Bill of work shall be paid only on completion of work and the handing over as mentioned above.

3.13 **Validity of the Contract:** This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties. The contract shall remain valid till the successful completion of the contract. The validity of the contract can be extended by a period of another 12 months at the same rates, terms and condition, on mutual consent of the Embassy and the contractor.

3.14 **Additional Work:** Embassy of India, Kathmandu shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Kathmandu in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by Embassy of India, Kathmandu shall be compensated at a rate mutually agreed to by the parties. All types of work required to be carried out for fulfilling the obligation of the contract as per the scope of work shall not amount to any additional work.

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Section-IV

4 Scope of Work

Scope of work:-(During daily plant operation)

- Operation of Water treatment plant daily.
- Regeneration of organic Scavenger as per requirement.
- Chemical preparation and chemical handling for regeneration.
- Backwash, service & rinsing of WTP plant as per requirement.
- Dosing chemical preparation and handling.
- Site testing of major treated water parameters.
- Supply of trained manpower for daily plant operation.
- Daily plant monitoring with necessary arrangement to test Hardness, Free residual Chlorine, pH and TDS on site.
- Maintaining daily plant operation's log sheet clearly mentioning the recorded test parameters.
- Operating borewell pumps.

Scope of work :-(Under Expert visit)

- Expert visit every month for smooth functioning of WTP. They should ensure that there is no compromise/laxity in service, maintenance & operation of WTPs.
- Checking the plant performance data against daily log sheet. The checking of the plant shall be done in the presence of Client representative/ Junior Engineer (Civil).
- Operator training
- Suggestion for better plant performance to minimize daily operating cost.
- 'Visit Report' submission along with feedback- based on previous month's plant operational performance. The monthly report should be submitted to the client or its representative.

Scope of work:- (Under Preventive Maintenance).

- Cleaning of Water tanks 3 nos.:- Raw water tank of 1.1 Lakh litre and Treated water tank of 1 Lakh litre quarterly and Fire fighting storage tank of 1 Lakh litre once, in a year as per the following Specification:

The process of cleaning of tanks will be done in following operations:-

- 1. Tank shall be emptied of water by pumping & bottom shall be cleaned of silt and other deposits.*
- 2. Entire surface area of the tanks shall be cleaned with pressure jetting of water mixed with cleaning chemical atleast two times thoroughly and finally washing with simple water jet to clean properly the wall surface.*
- 3. Chlorination of RCC internal surface by liquid chlorine.*
- 4. The treated surface shall be dried using air jetting and all loose particles shall be removed from the surface.*

All above mentioned four (4) operations shall be done by making all adequate safety arrangement for the labour including providing them medical aid, rubber gloves, helmets, masks etc.

- Dismantling of top & bottom cover of vessel, as required.
- Cleaning of strainer assembly and strainer plate as required.
- Washing of filter media and top-up as required to maintain the efficiency of the plant and treated water quality.
- Cleaning of WTP area.
- Dumping of old media.
- Facilitation of adequate manpower.

Scope of work:- (Others)

- Maintaining the plant including Daily Cleaning and Raw water supply.
- Sharing of Information to Client or any designated person or Junior Engineer (Civil) for site requirements.
- Oiling and greasing as well as ensuring proper fittings of equipments.
- Providing required chemicals & salts in consultation with Junior Engineer (Civil) and HOC. The requirement will be intimated in advance to Junior Engineer (Civil). The payment on this account would be made by the Embassy after receipt of Tax invoice(s) from the Agency.
- Monthly lab test report which include the following parameters: pH, TDS, Colour, Iron, manganese, turbidity, total Alkalinity, Ammonia, Chloride, Sulphate & Nitrate from a reputed and certified/registered lab with government of Nepal.
- Disposal of waste material from the site.

Additional Conditions

Sub: Water Treatment Plant Operation and Maintenance including supply of Chemicals.

1. The contract would be for a period of 12 months from the date of award of the work. The validity of the contract can be extended by a period of another 12 months at the same rates, terms and condition, on mutual consent of the Embassy and the contractor.
2. Necessary recovery at penal rates of 10% above the quoted rates will be made from the bill for non-supply of Operator, or Chemicals. The Operators shall be made available on each day till the completion of the work.
3. Only the chemicals of best and approved quality/specification shall be used for the proposed work.
4. Prior approval of Head of Chancery (HOC) must be taken before initiating any major repair work.
5. The agency shall make its own transportation arrangements for all the materials required at the site and disposal of any waste material.
6. Any technical problem arising in the plant would be rectified within the same day for uninterrupted water supply.
7. The workers engaged by the agency will be the employees of the agency and the Embassy will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of workers while performing their work inside the Embassy premises.
8. The agency should provide information on personnel who will be deployed in the Embassy, along with their Security Clearance.
9. The agency shall fully equip its employees for their own expenses.
10. In case of any mechanical fault the agency has to supply & install all the spare parts in coordination with Embassy. The contractor shall submit the bills against spare part replaced after replacement of spare excluding the installation charges. Only the spare part cost shall be paid by the Embassy if the same is not already included elsewhere in this bid document.
11. The fault or damages in the water treatment plant caused due to manhandling or improper operation shall be got rectified by the agency at its own cost.
12. The agency shall return all the equipments and machinery handed over to him for operation in the running condition at the completion of the work.
13. The agency may visit the site and ascertain the scope of work before submitting their bids.
14. AMC payment will be made on a quarterly basis only after submission of 1 Expert Visit reports and Water culture test of every month required as per the scope of work. However, payment against chemicals and filter media and preventive maintenance will be made on pro rata basis with respect to the quantity that is actually used. Chemicals and filter media procured must be verified by the Embassy, before use for necessary payments.

Annexure I
Chemical Consumption

Chemical Consumption for Plants Regeneration (consumption taken on the basis of current year):-

S. No.	Name Of Chemical	flow rate m3/hr	Dosage ppm	Working hours	Qty in kg/day	Qty per month(kg)
1	NaCl for Organic Scavenger/Softener	20	NA	16	80	1200
2	NaOH for Organic Scavenger	20	NA	16	7.5	225

Chemical Consumption for Daily Dosing(consumption taken on the basis of current year):-

S. No.	Name Of Chemical	flow rate m3/hr	Dosage ppm	Working hours	Qty in kg/day	Qty per month(kg)
1	Alum	20	10	16	7	210
2	Chlorine	20	10	16	9	270
3	Soda Ash	20	NA	16	1.167	35

Annexure II
Materials Required for Preventive Maintenance(Top up)

S. No.	Item Description	Required Quantity (Approx.)
1	Graded Mix Sand (Indian sand)	300kg
2	Gravel	450kg
3	Pebbles	100kg
4	INDIONISR- Iron removal Resin	100lits
5	NDION830- Organic scavenger Resin	100lits
6	Activated carbon 1200IV	100kg.

Annexure III
Manpower Details

Bidder shall provide manpower mentioned below, for daily plant operation as specified in scope of work.

S. No.	Description	Required Quantity
01.	Site Supervisor cum chemist	1 (9 AM to 5.30 PM)
02.	Plant operator cum helper	2 (For daily double shift: 6 AM to 2 PM & 2 PM to 10 PM)

In case, any of the AMC personnel is on leave, a suitable replacement must be provided without fail.

Technical Specification

UNIT –I(Average Plant Capacity-23000LPH)

Unit name	Multi grade Sand Filter MGF-1000
Diameter	1000mm
Height of straight	1875mm
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	23
Filter media	Mixture of 6-14 & 16- 30mesh sand 750kg
Vessel MOC	MSEP
Type of valve	Butterfly
Type of collecting system	False bottom type/header & laterals
Under bed media	300kg
Frontal pipe size	80 MM

Unit name	Iron Removal Filter RF-1000
Diameter	1000mm
Height of straight	2500mm
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	23
Filter media	INDION ISR resin 800lits
Vessel MOC	MSEP
Type of valve	Butterfly
Type of collecting system	False bottom type/header & laterals
Under bed media	300kg
Frontal pipe size	80 MM

Unit name	Dual Media Filter IRF-1000
Diameter	1000mm
Height of straight	1875mm
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	23
Filter media	Mixture of 6-14 & 16-30mesh sand and activated carbon 250kg Activated Carbon (1200IV) & Mix Sand 300kg
Vessel MOC	MSEP
Type of valve	Butterfly
Type of collecting system	Flase bottomtype/header & laterals
Under bed media	300kg
Frontal pipe size	80 MM

Unit name	Organic Scavenger SAC-1000
Diameter	1000mm
Height of straight	1500mm
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	23
Filter media	INDION 830 800lits
Vessel MOC	MSRL
Type of valve	Butterfly
Regeneration tank capacity	800X900mm
Under bed media	300kg
Frontal pipe size	80 MM

UNIT –II(Average Plant Capacity-8000LPH)

Unit name	Multi grade Sand Filter
Diameter	24”
Height	72”
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	8.5
Filter media graded sand	450kg
Vessel MOC	FRP/GRP
Type of valve	Multiport 40NB SM
Coarse silex quantity	100kg
Type of filter media	6.14 16-30 BS mesh sand

Unit name	Dual Media Filter
Diameter	24”
Height	72”
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	8.0
Filter media	200kg mix sand + 150kg Silex+ 25kg activated carbon
Vessel MOC	FRP/GRP
Type of valve	Multiport 50NB SM

Unit name	Activated Carbon Filter
Diameter	24”
Height	72”
Max . working Pr. (Kg/cm2)	3.5

Max Flow rate m3/hr.	8.0
Filter media	150kg Activated Carbon (1200IV)
Vessel MOC	FRP/GRP
Type of valve	Multiport 50NB SM

Unit name	Softener
Diameter	24"
Height	72"
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	8.0
Filter media	350 lits
Media Type	INDION 225Na
Vessel MOC	FRP/GRP
Type of valve	Multiport 50NB SM

Unit name	Degasified System
Diameter	350mm
Height	2100mm
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	10.0
Filter media	Poll ring
Vessel MOC	FRP/GRP
DG pump(SS) capacity	10m3/hr
DG blower motor hp	0.5
DG pump motor hp	2.5

UNIT –III (Average Plant Capacity-5000LPH)

Unit name	Multi grade Sand Filter
Diameter	21”
Height	62”
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	5
Filter media graded sand	340kg
Vessel MOC	FRP/GRP
Type of valve	Multiport 40NB SM
Coarse silex quantity	100kg
Type of filter media	6.15 16-30 BS mesh sand

Unit name	Duel Media Filter
Diameter	21”
Height	62”
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	5
Filter media	100kg mix sand + 100kg Silex+ 20kg activated carbon
Vessel MOC	FRP/GRP
Type of valve	Multiport 40NB SM

Unit name	Activated Carbon Filter
Diameter	21”
Height	62”
Max . working Pr. (Kg/cm2)	3.5

Max Flow rate m3/hr.	5
Filter media	110kg Activated Carbon (1200IV)
Vessel MOC	FRP/GRP
Type of valve	Multiport 40NB SM

Unit name	Softener
Diameter	21”
Height	62”
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	5
Filter media	250 lits
Media Type	INDION 225Na
Vessel MOC	FRP/GRP
Type of valve	Multiport 40NB SM

Unit name	Degasified System
Dia in mm	300mm
Height in mm	2100mm
Max . working Pr. (Kg/cm2)	3.5
Max Flow rate m3/hr.	5
Filter media	Poll ring
Vessel MOC	FRP/GRP
DG pump(SS) capacity	5m3/hr
DG blower motor hp	0.5
DG pump motor hp	2.5

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Section-V

5 Schedule of Quantity

S. No.	Description	Unit	Quantity	Rate (per unit)	Amount (NRs.)	Remarks
01.	Maintenance and Operation of WTP as per 'Scope of Work' excluding the items detailed below.	Job	12 Months			
02.	Supply of manpower for daily operation-maintenance WTP as per 'Manpower Details'.(Annexure III)	Job	12 Months			
03.	Supply of WTP chemicals for daily smooth plant operation as per 'Chemical Consumption' (Annexure I) <i>** Also give detailed breakup of cost in the Performa given below</i>	Job	12 Months			
04.	Supply of filter media for yearly top up(as required) and maintenance as per 'Technical Specification' (Annexure II) <i>** Also give detailed breakup of cost in the Performa given below</i>	Job	1			
Sub-Total NRs.						
Add VAT @13%						
Total NRS						
Amount in Words						

Signature with Firm's Seal

Dated: _____

Cost Breakdown for yearly Chemical Consumption
(Performa for Item no. 3 of Schedule of Quantity)

S.No.	Name of Chemical	Quantity (kg)	Rate(per unit)	Amount NRs.	Remarks
1.	NaCl for Organic Scavenger/Softener	14400			
2.	NaOH for Organic Scavenger	2700			
3.	Alum	2520			
4.	Chlorine(Liquid Bealach)	3240			
5.	Soda Ash	420			
	Total** (NRs.)				

**** The total of above breakup shall match with the amount in item no. 3 of the Schedule of Quantity**

Signature with Firm's Seal

Dated: _____

Cost Breakdown for Top Up of Filter Media
(Performa for Item no. 4 of Schedule of Quantity)

S. No.	Item Description	Quantity	Rate(per unit)	Amount NRs.	Remarks
1	Graded Mix Sand (Indian sand)	300kg			
2	Gravel	450kg			
3	Pebbles	100kg			
4	INDIONISR- Iron removal Resin	100lits			
5	NDION830- Organic scavenger Resin	100lits			
6	Activated carbon 1200IV	100kg.			
Total** (NRs.)					

**** The total of above breakup shall match with the amount in item no. 4 of the Schedule of Quantity**

Signature with Firm's

Seal

Name

Dated: _____

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Section-VI

6 Form of Tender

(To be submitted by the bidder)

TO: Head of Chancery,
Embassy of India, Kathmandu

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, for the price quoted in the template for schedule of quantity, exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

In the capacity of -----

Duly authorized to sign tenders for and on behalf of

Address:

Date:

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Section-VII

1. Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: ***Annual Maintenance Contract of water treatment plants in the Embassy of India, Kathmandu.***

Name and Address of Beneficiary: Embassy of India, Kathmandu, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600.

Date:

Whereas M/s (**Name of Contractor with address**)_____ have submitted their tender for ***Annual Maintenance Contract of water treatment plants in the Embassy of India, Kathmandu*** and one of the tender conditions is for the M/s (**Name of Contractor with address**) _____ to submit a Bank Guarantee for Earnest Money Deposit amounting to **NPR 80,200/-**. In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **NPR 80,200/-**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **NPR 80,200/-**.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____ up to the (**date after 180 days from date of issue**) _____ and claims under this guarantee should be submitted not later than (**date after 180 Days from date of issue**)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (**Name of the Country**)_____ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the Country**) _____ Courts.

Date:

Place:

Name:

Signature:

**TENDER FOR SELECTING CONTRACTOR
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Section-VIII

Undertaking for code of Integrity

I hereby declare that I have received the Code of Integrity as detailed in page no-9-11 of tender document. It is my sole duty and responsibility to read and understand the Code, which is an integral part of my Terms and Conditions of Agreement. I shall conduct myself with complete integrity in the execution of my work. I undertake that I will abide by the Code. If for any reason(s) I do not comply with any of the requirements of the Code, I shall not cite ignorance or lack of understanding as my self-defence. I further agree that the Embassy of India, Kathmandu has the absolute right to take action due to any violation of the Code. I fully understand that the Embassy of India, Kathmandu has the absolute right to add, amend, review or delete any of the contents of the Code as and when necessary and that I shall also be liable to such additions, amendments, revisions and/or deletions.

.....

Signature

.....

Name of Agency/Firm (please print in capital letters)

.....

Office Address

.....

Contact No.

.....

Email id

.....

Date

**TENDER FOR SELECTING CONTRACTOR
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Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: ***Annual Maintenance Contract of water treatment plants in the Embassy of India premises.***

Name and Address of Beneficiary: Embassy of India, Kathmandu, P.O. Box NO.292, 336, Kapurdhara Marg, Kathmandu, Nepal-44600.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : ***Annual Maintenance Contract of water treatment plants in the Embassy of India Kathmand***, and one of the tender conditions is for the M/s (**Name of Contractor with address**)_____ to submit a Bank Guarantee for Performance Security (3% of contract value) amounting to (***To be indicated in NPR and calculated as 3% of the tendered cost***). In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (***To be indicated in NPR and calculated as 3% of the tendered cost***)

2. This guarantee is valid for a period of **60 Days after the date of completion of work** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (***To be indicated in NPR and calculated as 3% of the tendered cost***)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____ up to the (**date should be two months after the date of completion of work**) _____ and claims under this guarantee should be submitted not later than (**from date of expiry**)_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (**Name of the Country**) _____ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the Country**) _____ Courts.

Date:
Name:

Place:
Signature: